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In the Supreme Court of the United States

OCTOBER TERM, 1929.

No. 179.

UNITED STATES FIDELITY AND GUARANTY COMPANY,
Petitioner,

vs.

JOHN F. GUENTHER,
Respondent.

BRIEF OF PETITIONER.

CLINTON M. HORN,
Terminal Tower,
Cleveland, Ohio,
Counsel for Petitioner.

FRED J. PERKINS,
Of Counsel.

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I.

THE OPINIONS OF THE COURTS BELOW.

The opinions (majority and dissenting) in the Circuit Court of Appeals for the Sixth Circuit are reported in *United States Fidelity and Guaranty Company vs. Guenther,* 31 F. (2d) 919. They are to be found on pages 21-25 of the Record herein. The opinion of the District Court was not officially reported, but may be found on pages 11-13 of the Record herein.

II.

JURISDICTION.

The jurisdiction of this Court is based upon Judicial Code, Section 240, as amended by the Act of February 13, 1925, 43 Stat. 938.

The date of the judgment to be reviewed is April 3, 1929 (R. 21). The petition for writ of certiorari was filed June 19, 1929 (R. 25), and was granted October 21, 1929 (R. 25).

III.

STATEMENT OF THE CASE.

On February 15, 1925, the United States Fidelity and Guaranty Company issued to John F. Guenther an automobile insurance policy insuring him against loss arising out of the operation of his automobile. By the express exclusion hereinafter quoted, the policy did not protect Guenther while the automobile was being operated by any person under the age limit fixed by law. During the policy period the insured automobile, while being used on Guenther's business, injured one Kroeger in the City of Lakewood, Ohio. Thereupon Kroeger sued Guenther for damages, and Guenther requested the Company to defend the case.

Meanwhile, the Insurance Company had learned that at the time of the accident Guenther's automobile was being operated by Winter, a young man under eighteen years of age. Because it regarded Guenther's act of entrusting the operation of his automobile to a person under the age limit fixed by the Lakewood ordinance, as excluding this accident from coverage under the policy, the Insurance Company disclaimed liability on the ground of non-coverage, and hence refused to defend the personal injury action, whereupon Guenther retained his own counsel to defend the case. At the trial Kroeger, the injured party, recovered a judgment against Guenther for $2,750 and costs. Guenther, a resident of Ohio, paid the judgment and then brought suit against the Insurance Company, a resident of Maryland, to recover the aggregate amount of the judgment, expenses and attorneys' fees, to-wit, $3,890.62. The requisite diversity of citizenship existing and the suit involving more than $3,000, the Insurance Company removed the case to the United States District Court for the Northern District of Ohio and set up in its answer the exclusion clause of the policy which read as follows:

"This policy is subject to the following conditions: (A) The policy shall not cover any liability of the Assured while (any of the insured automobiles is) being operated by any person under the age limit fixed by law or under the age of sixteen (16) years in any event." (R. 8, 10)

The answer also alleged that prior to the time the policy was issued, the Council of the City of Lakewood had duly enacted a certain ordinance which was in full force and effect on the day of the accident, said ordinance reading as follows:

"It shall be unlawful for any owner, bailee, or custodian of any motor vehicle to permit a minor under the age of 18 years to operate or run said motor vehicle upon the public highways, streets or alleys in said City of Lakewood." (R. 9)

The answer further alleged that Guenther, the owner of one of the automobiles described in the policy, did on the 14th day of May, 1925, permit his employe Winter, a minor under the age of eighteen years, to operate and run a certain motor vehicle upon the public highways and streets of the City of Lakewood, and that said automobile was being operated by Winter with Guenther's consent and permission at the time of the accident in question (R. 9).

The amended reply admitted these allegations of the answer and alleged that while Winter, the operator, was under eighteen years of age, he was in fact seventeen years old at the time of the accident (R. 14).

Both parties moved for judgment on the pleadings, and the District Court overruled the Insurance Company's motion and granted Guenther's motion, and thereupon entered judgment against the Insurance Company for $3,655.62 and costs (R. 16).

The judgment of the District Court was affirmed by the Circuit Court of Appeals for the Sixth Circuit, his

Honor, Judge Knappen dissenting (R. 21-25). Thereafter the Insurance Company filed its petition for writ of certiorari, which was allowed by this Court on October 21, 1929 (R. 25).

IV.

SPECIFICATION OF ERRORS.

1. The Circuit Court of Appeals erred in holding that the term "fixed by law" as used in said insurance policy, did not include a municipal ordinance making it unlawful for the owner of an automobile to permit a minor under eighteen years of age to operate it on the public streets of the municipality.

2. The Circuit Court of Appeals erred in affirming the judgment of the District Court and in refusing to enter final judgment in favor of the petitioner.

SUMMARY OF ARGUMENT.

The term "fixed by law" as used in the policy includes the municipal ordinance of Lakewood which made it unlawful for Guenther to permit his automobile to be operated by a person under eighteen years of age. Hence, the policy by its own terms, did not cover the accident in question.

1. The word "law" in its ordinary, popular sense includes municipal ordinances.

2. In its legal significance the term "fixed by law" includes municipal ordinances.

3. Even if we accept the distinction drawn by the courts below between municipal ordinances and state statutes, nevertheless the decisions of this Court hold that municipal ordinances regulating the use of city streets are in effect state laws, because they are passed by virtue of

the control vested by the State in the municipality over its streets.

4. Discussion of the reasons advanced by the courts below in holding that an ordinance is not a law.

5. Discussion of the opposing counsel's contention as to the effect of section 13002 of the Ohio General Code.

V.

ARGUMENT.

THE TERM "FIXED BY LAW" AS USED IN THE POLICY INCLUDES THE MUNICIPAL ORDINANCE OF LAKEWOOD WHICH MADE IT UNLAWFUL FOR GUENTHER TO PERMIT HIS AUTOMOBILE TO BE OPERATED BY A PERSON UNDER EIGHTEEN YEARS OF AGE. HENCE, THE POLICY BY ITS OWN TERMS, DID NOT COVER THE ACCIDENT IN QUESTION.

The sole question involved is whether the language of the policy, excluding the insured from coverage if the automobile "was being operated by any person under the age limit fixed by law," includes the Lakewood ordinance set forth above. In other words, does the term "fixed by law" as used in this policy, embrace and include the municipal ordinance? We contend that it does, and for the following reasons:

1. The word "law" in its ordinary, popular sense includes municipal ordinances.

That the word "law" as used in this policy is to be understood in its "plain, ordinary and popular sense" is settled by the decision of this Court in *Imperial Fire Insurance Company vs. Coos County*, 151 U. S. 452, where the Court said (p. 463):

> "But the rule is equally well settled that contracts of insurance, like other contracts, are to be construed according to the sense and meaning of the

> terms which the parties have used, and if they are clear and unambiguous, their terms are to be taken and understood in their plain, ordinary, and popular sense."

In determining, therefore, the "plain, ordinary and popular" meaning of the word "law" as used in the policy, it is entirely proper to refer to the definition of the word as it appears in Webster's New International Dictionary. It is there defined to be—

> "A rule of external conduct or action which is prescribed or is formally recognized as binding by the supreme governing authority and is enforced by sanction. In this sense the term 'law' includes any edict, decree, rescript, order, **ordinance**, statute, resolution, rule, judicial decision, usage, etc., which is made or recognized and enforced by the controlling authority."

It is well-known that automobile traffic within municipalities is regulated and controlled largely by ordinances known as traffic laws. Such, for instance, are those ordinances regulating the turning, stopping and parking of automobiles; requiring them to stop behind a street car when it is taking on or discharging passengers, and to come to a full stop before entering a main thoroughfare; forbidding one to operate an automobile while intoxicated, and other ordinances of a similar character. These ordinances are enforced by a sanction and the violation of any of them subjects the offender to a fine and perhaps to imprisonment. The recognition and enforcement of these ordinances in our courts, both civil and criminal, is an everyday occurrence and no one can deny that they have the force of law. No one can maintain that the word "law" in its ordinary, everyday meaning does not include such ordinances, and it is therefore difficult to see why an ordinance declaring that "it shall be unlawful for any owner of any motor vehicle to permit a minor under the

age of eighteen years to operate it upon the public highways of the City of Lakewood" should not likewise be classified as a law as that term is used in the policy.

2. In its legal significance the term "fixed by law" includes municipal ordinances.

Not only in its popular meaning does the term "fixed by law" include municipal ordinances, but consideration of the *legal* meaning of the term leads to the same result.

In *Blackstone's Commentaries* law is defined as—

> "A rule of action which is prescribed by some superior and which the inferior is bound to obey."

Prior to the accident in question the Council of the City of Lakewood had declared to every owner of automobiles operated upon its streets that "it shall be unlawful" for him to permit his automobile to be operated by a minor under the age of eighteen years. That ordinance constituted "a rule of action" which Guenther was bound to obey but which, on the contrary, he disobeyed. The ordinance therefore satisfied the requirements of the above definition.

Moreover, it will be observed that the term "fixed by law" found in the policy is used in its broad, generic sense. It does not say "fixed by **a** law," but rather "fixed by **law**," evidently referring to the whole body of law from whatever source originating. Coverage is negatived if the automobile was operated by any person "under the age limit fixed by law." Obviously that means the age limit fixed by that legislative body or other authority in which was vested by law the power to determine the age of drivers. Such body under the laws of Ohio was the council of the municipality, and hence when the Council of Lakewood exercised the power thus conferred, its enactment in the form of the ordinance became the law for that

municipality, and the age thus designated became the age "fixed by law." This conclusion is recognized by the ordinance itself, for the very first words of the section are "It shall be unlawful." No question is raised as to the legal effectiveness of the ordinance, nor is it claimed that it did not impose a binding obligation upon Guenther. If the age limit fixed in the ordinance was not "fixed by law," by what means then was it fixed, and what is the meaning of the opening words of the section "It shall be unlawful"? It is our contention that the phrase "fixed by law" as used in this policy, includes all enactments of any public legislative body acting within the limits of its powers and fixing the minimum age of automobile drivers, whether such enactments are passed by the Legislature of the State, or by the council of a municipality. Whatever the agency chosen to express the will and to exercise the power, its declarations have the force of law, and the age limit of drivers fixed by its enactments is an age limit "fixed by law."

Judicial recognition of this is found in at least two reported cases.

In *In re Mutual Life Insurance Company of New York*, 89 N. Y. 530, the Court of Appeals held that a grade fixed by municipal ordinance was fixed by law, saying (p. 533):

> "An ordinance of the Common Council regularly passed and within the scope of the authority conferred upon it by the Legislature is a law. That it is local and not general in its operation does not alter its inherent character or modify its binding effect. *A grade fixed by such ordinance is fixed by law.*"

It has also been held that a person under the age of eighteen years who is operating an automobile, when that is the minimum age fixed by a municipal ordinance, is operating it in violation of law within the meaning of a policy provision to that effect. Thus in *Royal Indemnity*

Company vs. Stewart, 172 S. W. 581 (Texas Civil App. 1915), it was held that:

> "Where a city ordinance made it unlawful for any person under eighteen years of age to drive an automobile within the city limits, and plaintiff's automobile while being driven by his sixteen-year-old son ran over and killed a child, a provision of defendant's indemnity policy that it did not cover losses sustained while the automobile was being operated in violation of law was sufficient to protect the insurer from loss on account of the death of the child, and from liability to pay costs recovered of the insured, if the ordinance was valid in fact."

3. Even if we accept the distinction drawn by the courts below between municipal ordinances and state statutes, nevertheless the decisions of this Court hold that municipal ordinances regulating the use of city streets are in effect state laws, because they are passed by virtue of the control vested by the State in the municipality over its streets.

In the opinions of the courts below, a distinction is drawn between the laws of the State and the ordinances of a municipality, and the holding was made that the term "fixed by law" in this insurance policy refers to state laws and does not include municipal ordinances. We submit that this distinction does not furnish the correct guide in determining what the parties to this contract of insurance meant by their use of the term "fixed by law." As already stated, we believe that the term includes all valid legislation enacted by a legislative body acting within the scope of its powers.

However, if the meaning and content of the term "fixed by law" be restricted to state statutes, it is nevertheless, well established by the decisions of this Court and of the Court below that when a municipality does regulate

the use of its streets,—and that is what the City of Lakewood was plainly doing by the ordinance in question,—it does so by virtue of authority delegated to it by the State and its action in such respect is therefore held to be State action and its ordinances State laws.

Thus in considering the nature of legislation, which, it was claimed, violated the constitutional provision that no State should pass any law impairing the obligation of contracts, it has been held that municipal ordinances are in legal effect State statutes, because the municipality was a State agency exercising power delegated to it by the State.

Hence in *New Orleans Waterworks Company vs. Louisiana Sugar Refining Company*, 125 U. S. 18, this Court, speaking through Mr. Justice Gray, said (p. 31):

> "So a by-law or ordinance of a municipal corporation may be such an exercise of legislative power delegated by the legislature to the corporation as a political subdivision of the State having all the force of law within the limits of a municipality, that it may properly be considered as a law within the meaning of this article of the Constitution of the United States."

And in *Williams vs. Bruffy*, 96 U. S. 176, this Court, speaking through Mr. Justice Field, said (p. 183):

> "Any enactment, from whatever source originating, to which a State gives the force of law is a statute of the State, within the meaning of the clause cited relating to the jurisdiction of this court."

The application of this thought is still more clearly brought out in the case of *Iron Mountain Railroad Company vs. Memphis*, 96 Fed. 113. The General Assembly of the State of Tennessee had passed a law providing that the City of Memphis should "have and exercise complete and perfect control over all the streets, squares, and other

property of the city." Thereafter the City of Memphis made a contract with the Iron Mountain Railroad Company, giving it certain trackage rights in said streets which the Railroad Company exercised by the laying of tracks. Subsequently the City of Memphis passed an ordinance declaring said trackage rights forfeited, and the question then arose whether this municipal ordinance was a law of the State of Tennessee which impaired the obligation of the contract between the Railroad Company and the City, and hence violated that provision of the Federal Constitution declaring that no State should pass any law impairing the obligation of contracts. (It was essential to the court's jurisdiction that this be held to be a law of the *State* of Tennessee. See *N. O. Waterworks vs. La. Sugar Co.*, 125 U. S. 18, 30, *supra.*)

The Court held that the ordinance of the City of Memphis was in fact a law of the State of Tennessee because it was enacted under the general power given to the City by the Legislature of the State for the control of the streets.

Speaking through his Honor, Judge Taft, the Court said (pp. 120 *et seq.*):

> "*In the control of the streets* * * * *the city* is acting as trustee, not alone for the citizens and residents of the city, but as trustee for the public at large, and *is exercising a power delegated to it by the state and in the exercise of such a power is necessarily therefore a state agency.* * * * It could only use the police force in its governmental capacity as a branch of the state government. * * * With respect to the occupancy of the street, however, which it controls by virtue of its being an agent of the state and a trustee for the public, its action in depriving persons having vested property rights in the streets will, if without due process of law, be state action within the inhibition of the Fourteenth Amendment."

And in *Cumberland Telephone & Telegraph Company vs. City of Memphis,* 198 Fed. 955, in a decision participated in by his Honor, Judge Denison, it was said (p. 956):

> "It is well settled that a city ordinance may be considered a law of the state within the meaning of the constitutional provision that no state shall pass any law impairing the obligation of contracts."

These decisions are entirely applicable to the case at bar for the reason that Section 3714 of the General Code of Ohio specifically provides that:

> "Municipal corporations shall have special power to regulate the use of the streets, to be exercised in the manner provided by law. The council shall have the care, supervision and control of the public highways, streets, avenues, alleys * * * within the corporation."

It therefore follows that in enacting the ordinance making it unlawful for any owner of any motor vehicle to permit a minor under the age of eighteen years to operate it on the streets of the City of Lakewood, said city was exercising a power directly conferred upon it by the State of Ohio, and hence its action was in fact and in law the action of the State of Ohio.

Reasoning by analogy, therefore, if municipal ordinances of this kind are to be regarded as laws of the state itself within the meaning of the term "law" as used in the Constitution, it would seem to follow that the term when used in an insurance contract, should include similar ordinances. In other words, if municipal ordinances regulating the use of streets are State statutes and are regarded as such after the rigid scrutiny given by this Court in a matter involving its constitutional jurisdiction, why then, are they not equally to be regarded as State statutes, and

hence falling within the restricted limits of the term "law" as defined by the courts below? If they constitute "law" for one purpose, why do they not for the other?

4. Discussion of the reasons advanced by the courts below in holding that an ordinance is not a law.

An examination of the opinions rendered by the courts below discloses two, or perhaps three, reasons given for the conclusions reached. These we desire briefly to discuss.

The first is that where there are two constructions that may be given to a condition exempting the insurer from liability, the court will adopt that one which is most favorable to the insured, this being known as the rule of strict construction against the insurer.

We do not question the existence of this rule, but we do question its applicability to the case at bar. The rule itself is subject to limitations. In *Imperial Fire Insurance Company vs. Coos County,* 151 U. S. 452, the Supreme Court said (pp. 462-3):

> "It is settled, as laid down by this court in *Thompson vs. Phenix Ins. Co.,* 136 U. S. 287, that, when an insurance contract is so drawn as to be ambiguous, or to require interpretation, or to be fairly susceptible of two different constructions, so that reasonably intelligent men on reading the contract would honestly differ as to the meaning thereof, that construction will be adopted which is most favorable to the insured.
>
> "But the rule is equally well settled that contracts of insurance, like other contracts, are to be construed according to the sense and meaning of the terms which the parties have used, and if they are clear and unambiguous, their terms are to be taken and understood in their plain, ordinary, and popular sense."

We submit, that the term "fixed by law" as used in the insurance policy here involved is not ambiguous but

includes any law, whether state or local, which has been duly enacted by the governing body, and which citizens are bound to respect and obey. The content of the term "law" is certainly not exhausted by the statutes of the state. Nor can an ambiguity be brought into existence where none already exists, by reasoning that the term "law" "may mean or be fully satisfied by limiting it to a law enacted by the Legislature of a State" (R. 12). The answer to this is that the phrase "fixed by law" refers to and includes the whole body of law "from whatever source originating" (*Williams vs. Bruffy*, 96 U. S. 176, 183). To hold otherwise would be to ignore the Federal statutes, as well as municipal ordinances, all of which are admittedly laws enforced by a sanction, the same as are the statutes of the state.

The conclusion of the courts below seems also to be based in part upon the fact that the courts take judicial notice of the statutes of a state but not of ordinances. Here again, we submit, that the court adopted a test which is not the proper criterion. Even if the policy had specifically mentioned ordinances, the courts would not take judicial notice of them, but they would have to be pleaded and proved, the same as any other evidence of which the court does not take judicial notice. The matter of judicial notice is one concerning evidence and not substantive law, and we therefore contend that the taking or the not taking of judicial notice of any given enactment is wholly inconclusive as a test of what is law and what is not law.

The true test is whether in its "plain, ordinary and popular sense" the language of this policy excluding coverage while the automobile "was being operated by any person under the age limit fixed by law" embraced and included the ordinance of the City of Lakewood making it *unlawful* to so operate this automobile. The test is, would an ordinarily intelligent person regard such a law as being

referred to and comprehended within the language of the policy, for as was said by the Circuit Court of Appeals for the Ninth Circuit in *Canton Insurance Office, Ltd. vs. Independent Transportation Company,* 217 Fed. 213, 214:

> "A court should give to a written contract (insurance policy) that reasonable construction which it is to be assumed intelligent business men would give it."

We respectfully submit that there is no ambiguity in the term "fixed by law" and that this was not a proper case for the application of the rule of strict construction against the insurer, for as was said by the Circuit Court of Appeals for the Eighth Circuit in *Interstate Business Men's Accident Association vs. Lewis,* 257 Fed. 241, 244:

> "The rule that, where an insurance contract is doubtful as to its meaning in some particular, the doubt should be resolved against the insurer, cannot be used to strike down a clause of a contract when the meaning thereof is reasonably clear."

The District Court also pointed out that—

> "In Cuyahoga County there are more than fifty municipalities having equal rights to enact ordinances of the same nature as the one in question. It cannot be held that the contract contemplates that every insured should investigate and learn whether an ordinance fixing an age limit was in force in all these municipalities before entrusting his automobile to someone else."

As bearing upon that point of view, we advance the thought that if an automobile owner sees fit to entrust an automobile truck to a seventeen-year-old boy (as this driver was) to make commercial deliveries upon the crowded thoroughfares of a city, certainly he should not be heard to say that he did not know there was a law establishing a minimum age limit and had no time to find it out.

If he wants his automobile trucks driven by persons so youthful as to make it reasonably probable that they are under the age limit, it certainly imposes no unjust burden upon him to take the consequences of his own unlawful act. Guenther, the respondent, admittedly violated the law of the City of Lakewood in letting this boy drive his truck, and why any stricter construction should be given to this language of an insurance policy than is given to a criminal ordinance itself, is beyond our comprehension. Nor is it to be supposed that in the more than fifty municipalities in Cuyahoga County is there any substantial variation in the minimum age of operators of automobiles. At any rate, we repeat that if truck owners see fit to employ mere boys to drive their trucks, it does not lie in their mouths to assert ignorance of the law. Such a defense would be invalid in a prosecution for the violation of the ordinance, and it should likewise be regarded as invalid here.

5. Discussion of opposing counsel's contention as to the effect of section 13002 of the Ohio General Code.

In the respondent's brief filed in opposition to the petition for writ of certiorari, opposing counsel (pp. 2-3) make the contention that section 13002 of the Ohio General Code establishes a state-wide minimum age of sixteen years, and urge that since the driver in question was seventeen years of age, coverage was not excluded. There are several conclusive answers to such a contention.

First of all, their contention is strikingly inconsistent with the allegation in their reply and amended reply filed in the District Court (R. 10, 14), where they allege "that the Legislature of the State of Ohio has never enacted any law fixing the age limit of the operators of automobiles." This case comes up on the pleadings, and counsel are certainly bound by their own allegations.

But secondly, when the brief excerpt from section 13002 of the General Code of Ohio (see respondent's brief, pp. 2-3) is read in its context, it will be seen that this did not establish a state-wide minimum age, but was merely a law passed for the protection of minors themselves. It is found in the chapter entitled "Offenses Against Minors." The titles of the preceding sections, and section 13002 in its entirety, are printed as an appendix to this brief, and plainly show that the legislation was not passed as a measure establishing a state-wide minimum age limit for drivers, but as a measure of safety to children.

Thirdly, the mere fact that the Legislature of the State saw fit to prohibit a child under sixteen from being employed to operate an automobile, does not negative or impair the right of a municipality in the exercise of its police power to make it unlawful for an owner to permit his automobile to be driven by a minor under eighteen years of age. The Lakewood ordinance does not in any way conflict with section 13002, and the right of the city to establish a higher age if it so desires, can not be questioned. Indeed, the Supreme Court of Ohio has so held. In *Heidle vs. Baldwin*, 118 O. S. 375, where the right of a city to pass an ordinance requiring a vehicle to come to a full stop before entering a main thoroughfare was under consideration (the state statute not making such a requirement and imposing a lesser degree of care), the Supreme Court of Ohio, speaking through its Chief Justice, said (p. 385 *et seq.*):

> "The city had a right to adopt additional regulations, and the requirement to stop is not questioned as a valid exercise of the police power. * * * In the city of Piqua the ordinance imposes a greater obligation upon drivers on intersecting streets than is imposed by the state law, and the city has a right to impose such additional obligation."

VI.

CONCLUSION.

In conclusion, we respectfully submit that the language in question was unambiguous and clearly includes the ordinance referred to; that by reason of his own violation of that ordinance Guenther, the respondent, excluded himself from coverage under the policy; that the Insurance Company was fully justified in disclaiming liability for the defense of the case arising out of this accident; that the petitioner's motion for judgment on the pleadings was well taken, and should have been sustained, and that the judgment of the Courts below should be reversed and final judgment entered for the petitioner.

Respectfully submitted,

CLINTON M. HORN,
Counsel for Petitioner.

FRED J. PERKINS,
Of Counsel.

APPENDIX.

OFFENSES AGAINST MINORS.

Ohio General Code

Sec. 12993: Regulating the Employment of Minors in Factories, etc.

Sec. 12993-1: Employment of Child During School Hours Unlawful, When.

Sec. 12994: Repealed.

Sec. 12995: Damage on Failure to Return Certificate on Termination of Employment.

Sec. 12996: Employment of Minors, Male and Female; Hours Per Day and Days Per Week.

Sec. 12996-1: Hours of Employment of Messenger Under Eighteen Years.

Sec. 12997: Time for Meals.

Sec. 12998: Two Lists of Minors Employed Shall Be Kept and One Conspicuously Posted.

Sec. 12999: Hindering or Obstructing Attendance at Part Time School or Class Unlawful.

Sec. 13000: Certificate as Prima Facie Evidence.

Sec. 13001: Prohibiting the Employment of a Child Under Sixteen Years in Certain Occupations.

Sec. 13002: "Prohibiting a Child Under Sixteen Years Working in Certain Capacities.—No child under the age of sixteen years shall be employed, permitted or suffered to work in any capacity (1) in, about or in connection with any processes in which dangerous or poisonous acids are used; (2) nor in the manufacture or packing of paints, colors, white or red lead; (3) nor in soldering; (4) nor in occupations causing dust in injurious quantities; (5) nor in the manufacture or use of dangerous or poisonous dyes; (6) nor in the manufacture or preparation of compositions with dangerous or poisonous gases; (7) nor in the manufacture or use of compositions

of lye in which the quantity thereof is injurious to health; (8) nor on scaffolding; (9) nor in heavy work in the building trades; (10) nor in any tunnel or excavation; (11) nor in, about or in connection with any mine, coal breaker, coke oven, or quarry; (12) nor in assorting, manufacturing or packing tobacco; **(13) nor in operating any automobile, motor car or truck**; (14) nor in a bowling alley; (15) nor in a pool room or billiard room; (16) **nor in any other occupation dangerous to the life and limb, or injurious to the health or morals of such child.**"